

## **EXHIBIT “B”**



### CUSTOMER AGREEMENT

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Welcome to Capital One, etc. Thank you for opening a Small Business Credit Card Account with us. This Customer Agreement, ("Agreement") contains additional terms for your Capital One Small Business Credit Card.

**Some Definitions.** The meanings of the terms you see in italics appear in the Glossary Section. To make the Agreement easy to understand, we will also use the following pronouns:

"You," "your" and "yourself" mean the Business and the Business Signer; any person responsible for paying the Account; and anyone authorized to use, access or service the Account. It also includes an Authorized User as defined in the Glossary Section.

"We," "us," "our" and "Capital One" mean Capital One Bank (USA), National Association and its agents, authorized representatives, successors, and assignees.

**Account Documents.** Your Account with us is governed by the following documents:

- (1) this document;
- (2) all Statements;
- (3) all rewards information and documentation if your Account has rewards;
- (4) your Card benefits brochure which describes the benefits provided by the Payment Card Network for your Card and Account. The most current version of your Card benefits brochure will replace all prior versions;
- (5) the "Security" Agreement if you have a secured Card;
- (6) all disclosures and materials provided to you before or when you opened your Account, including *Truth in Lending Disclosures*;
- (7) all other documents and disclosures relating to your Account including those provided online; and
- (8) any future changes we make to any of the above things.

Please read these carefully and keep them for future references. An image of any of these can be used instead of the original.

#### New Offers.

In the future, we might make new offers to you or forward offers from others that we think you might be interested in. These offers may have new or different terms and documentation for these offers will be

provided when we make you the offer. If you accept the offer, your previously disclosed terms will still apply except as modified by the offer.

#### Account Information

We need information about you to manage your Account. The information we need includes:

- (1) name of the Business and legal name of the Business Signer;
- (2) a valid U.S. mailing address and residential address (if different);
- (3) Business structure. This may be a sole proprietorship, partnership, corporation, limited liability company or other legal form of doing business;
- (4) Business mailing address;
- (5) tax id for the Business (not required for Sole Proprietorships);
- (6) date of birth for Business Signer;
- (7) social security number or other government identification number for Business Signer;
- (8) telephone number(s) for Business Signer;
- (9) employment and income information for Business Signer; and
- (10) name of each Authorized User employed by the Business.

You must tell us when this information changes. Please update your address in the manner provided on your Statement. You may also update some of this information by logging onto your Account on our website or by calling one of our representatives at the telephone number provided on your Statement or on the back of your Card. We may require you to provide additional documents that are acceptable to us to verify this information or any changes. We retain the right to restrict or close your Account if your information cannot be verified or if you do not provide additional information as requested.

#### Credit Limits.

When you open your Account, you will receive your credit limits. These will also appear on your Statements. We might also refer to your credit limits as your credit lines. We may give you different credit limits for the different Segments of your Account. For example, you might have a different credit limit for purchases than for Cash Advances.

You are responsible for keeping track of your Account balances and your available credit limits. Do not allow your

Account to go over any credit limit. If you do, we may still honor the transactions and charge you Fees. But, our honoring the transaction will not increase your credit limit. For, overlimit Fees that may apply to your Account, refer to the Interest, Charges and Fees section.

We may also increase, decrease, restrict or cancel your credit limit on any Segment at any time. This will not affect your obligation to pay us.

#### The Business.

Until your Account is closed and you have paid us all amounts you owe on the Account, the Business must be organized, licensed and authorized to do business in the United States as the law requires.

#### Business Purpose Account.

Your Account is a business Account that must be used only for business purposes. You must never use the Account for personal, family or household purposes. We may provide you with various consumer Account disclosures including *Truth in Lending Disclosures*. Even if we do, your Account will still be a business Account that you will only use for business purposes.

#### Using Your Account.

You promise to follow the terms of this Agreement as long as your Account remains open or has a balance. Please sign the Card immediately when you receive it. The Card is valid during the dates provided on the front. The Card is our property and you will return it to us or destroy it if we ask. You will take reasonable steps to prevent the unauthorized use of your Card and Account. We are not responsible if anyone refuses to accept your Card for any reason. Also, we may reject any transaction for any reason. Unless we tell you otherwise, we will bill each transaction to the applicable Segment of your Account and apply it against your available credit limit for the Account and Card for that Segment in each Billing Cycle.

You may also obtain Cash Advances and Transfers if they are permitted for your Account. Unless we agree, you may not use a transfer to transfer amounts from other Accounts with us or any other company within the Capital One organization.

The Federal Reserve recently enacted regulations that require certain U.S. financial firms to establish and



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"We," "us," "our" and "Capital One" mean Capital One, Bank (USA) National Association, and its agents, authorized representatives, successors, and assignees.

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Your Account with us is governed by the following documents:

- (1) this document;
- (2) all statements;
- (3) all rewards information and documentation if your Account has rewards;
- (4) your Card benefits brochure which describes benefits provided by the Payment Card Network for your Card and Account. The most current version of your Card benefits brochure will replace all prior versions;
- (5) the "Security" Agreement if you have a secured Card;
- (6) all disclosures and materials provided to you before or when you opened your Account, including *Truth in Lending Disclosures*;
- (7) all other documents and disclosures relating to your Account including those provided online; and
- (8) any future changes we make to any of the above things.

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- (3) business structure. This may be a sole proprietorship, partnership, corporation, limited liability company or other legal form of doing business;
- (4) business mailing address;
- (5) tax id for the business (not required for Sole Proprietorships);
- (6) date of birth for Business Signer;
- (7) social security number or other government identification number for Business Signer;
- (8) telephone number(s) for Business Signer;
- (9) employment and income information for Business Signer; and
- (10) name of each Authorized User employed by the Business.

You must tell us when this information changes. Please update your address in the manner provided on your Statement. You may also update some of this information by logging onto your Account on our website or by calling one of our representatives at the telephone number provided on your Statement or on the back of your Card. We may require you to provide additional documentation that are acceptable to us to verify this information or any changes. We maintain the right to restrict or close your Account if your information cannot be verified or if you do not provide additional information as requested.

**Credit Limits.**  
When you open your Account, you will receive your credit limits. These will also appear on your Statements. We might also refer to your credit limits as your credit lines. We may give you different credit limits for the different segments of your Account. For example, you might have a different credit limit for purchases than for Cash Advances.

You are responsible for keeping track of your Account balances and your available credit limits. Do not allow your

Account to go over any credit limit. If you do, we may still honor the transactions and charge you fees. But, our honoring the transaction will not increase your credit limit. For overlimit fees that may apply to your Account, refer to the Interest, Charges and Fees section.

We may also increase, decrease, restrict or cancel your credit limit on any Segment at any time. This will not affect your obligation to pay us.

**The Business.**

Until your Account is closed and you have paid us all amounts you owe on the Account, the Business must be organized, licensed and authorized to do business in the United States as the law requires.

**Business Purpose Account.**

Your Account is a business Account that must be used only for business purposes. You must never use the Account for personal, family or household purposes. We may provide you with various consumer Account disclosures including *Truth in Lending Disclosures*. Even if we do, your Account will still be a business Account that you will only use for business purposes.

**Using Your Account.**

You promise to follow the terms of this Agreement as long as your Account remains open or has a balance. Please sign the Card immediately when you receive it. The Card is valid during the dates provided on the front. The Card is our property and you will return it to us or destroy it if we ask. You will take reasonable steps to prevent the unauthorized use of your Card and Account. We are not responsible if anyone refuses to accept your Card for any reason. Also, we may reject any transaction for any reason. Unless we tell you otherwise, we will bill each transaction to the applicable Segment of your Account and apply it against your available credit limit for the Account and Card for that Segment in each Billing Cycle.

**You may also obtain Cash Advances and Transfers if they are permitted for your Account.** Unless we agree, you may not use a Transfer to transfer amounts from other Accounts with us or any other company within the Capital One organization.

The Federal Reserve recently enacted regulations that require certain U.S. financial firms to establish and

implement policies and procedures reasonably designed to prevent payments connected to unlawful Internet gambling. Restricted transactions (as defined in Federal Reserve Regulation GG / 12 CFR Part 233) are prohibited from being processed directly or indirectly through your account or relationship maintained with us. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

You must not use, or try to use, the Card for any Internet gambling transactions or transactions that are illegal or not permitted by us. You will still be responsible for you to do. In addition, these transactions will be subject to this Agreement and you might have to reimburse the Payment Card Network and us for all damages and expenses.

From time to time, due to circumstances beyond our control (such as system failures, fires, floods, natural disasters, or other unpredictable events) our services might be unavailable. When this happens, you might be unable to use your Card or obtain information about your Account. We will not be responsible or liable if this happens.

**Rewards.**  
Your Account might provide you with the opportunity to earn rewards. If it does, we will separately provide you with all information and terms about your rewards. We will include on your Statements all rewards you have earned. It might take up to two billing cycles for your earned rewards to appear on your Statement.

#### Using Your Access Checks.

When we provide you with Access Checks, we will tell you whether we will treat them as purchases, Balance Transfers, Cash Advances or Special Transfers.

Only the person we designate may use Access Checks. Access Checks may not be used to pay any amount you owe us or any other company within the Capital One organization. We may reject and not pay any Access Check for any reason. Some examples of reasons why we may reject and not pay include: your Account is delinquent, charged-off, bankrupt, lost/stolen or closed; our fraud system prevents the other fulfillment of your Account is confirmed; or the checks have expired. Any liability for our wrongful dishonor of an Access Check will be limited to your actual damages and will not exceed the amount of the Access Check.

**Stopping Payment of Access Checks.**  
You may request a stop payment on any Access Check by contacting us as provided on your Statement. We may charge you a fee to stop payments as described in the Interest Charges and Fees section. If you call us to stop payment, you must also send to us a written request within 14 calendar days.

We will have a reasonable amount of time after your stop payment request to research the situation and complete it. We will not be responsible if we cannot complete the stop payment because the Access Check was already paid, you do not give us the information we asked for or the information you gave us was incorrect. If we cannot stop payment for these reasons, we may still keep the stop payment fee.

Once we complete a stop payment, we do not have to release the stop payment order unless the same person asks us to. If we re-credit your Account after paying an Access Check following a valid stop payment order, you give us all of your rights against the payee or other holder of the Paid Access Check. You also agree to help us in any actions we might later take against that person.

#### Using a PIN.

We may give you a personal identification number (PIN). For security reasons, you might have to provide the PIN before you are able to complete some transactions using the Card.

With a PIN, you may use your Card to: (1) obtain cash from certain automated teller machines (ATM) or (2) make purchases at certain merchant or retailer point-of-sale devices (POS). You may do these things if the ATM or POS requires entry of a PIN and displays the logo of the Payment Card Network on your Card. We will treat all ATM transactions as Cash Advances and all POS transactions as purchases.

You should keep your PIN secure and not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe that someone has gained unauthorized access to your PIN, you must contact us immediately.

#### Authorized Users.

You may ask us to add one or more Authorized Users with additional Cards on your Account. Each Authorized User must be employed by the Business while they are able to use the Card. If we agree to your request, we will need certain information about the Authorized

User to manage your Account. This will be the same information you provided about yourself as described in the Account Information Section. We may limit an Authorized User's ability to initiate certain transactions. If we do, we will tell you about these limitations before adding any new Authorized User on your Account.

Once we add an Authorized User to your Account, we may discuss your Account with them and provide them with Account information. You will be responsible for the Authorized User's use of the Card and your Account, as well as anyone else they allow to use your Card or Account. This will be true even if you did not want, or agree to, the use.

#### Removing an Authorized User.

You must immediately contact us and request the removal of any Authorized User that is no longer employed by the Business. If you want to remove an Authorized User from the Account, you must contact us as provided on your Statement and request their removal. We will have a reasonable amount of time after your request to research the situation and remove them. You also must immediately destroy all Cards in their possession and cancel all of their billing arrangements to the Account. We will not do this for you. During this time you still will be responsible for all amounts they charge to the Account. You will be responsible even if these amounts do not appear on the Account until later. An Authorized User may remove themselves from the Account upon request.

We may close your existing Account and/or issue a new Card with a new Account number.

#### Your Promise to Pay.

The Business and the Business Signer on the account promises personally, individually and jointly to pay us all authorized amounts due on your Account. This includes amounts where you did not sign a purchase slip or other documents for the transaction. If you use your Card number without presenting your actual Card (such as for mail, telephone or internet purchases), this will be treated the same way as if you used the Card in person. If you let someone else use your Card, you are responsible for all transactions that person makes. You promise to pay us will apply to your estate if you die.

Statements. We will send you one Statement for all Cards on your Account unless the law does not require or permit us to

send a Statement. Statements will be sent at the end of each Billing Cycle when your Account has a debit or credit balance of more than \$1.00, or if we have charged any Interest Charges to your Account. Your Statement will show all transactions billed to your Account during the Billing Cycle along with other important Account Information.

#### Disputed Transactions.

You must inspect each Statement you receive, and tell us about any errors or questions you have. If you do not notify us, we may assume that all information in the Statement is correct.

If you dispute a transaction made by you or someone else on your Account, and we later credit your Account for all or part of the disputed amount, you give us all of your rights against that other person. You also will:

- (1) give us any merchandise or other purchases you received in connection with the disputed amount if we ask;
- (2) not pursue any claim or reimbursement from the merchant and that other person; and
- (3) help us pursue and get reimbursement from the merchant and that other person; your help includes giving us documents that we ask for; and that are acceptable to us.

#### Interest Charges and Fees.

We will charge Interest Charges and Fees to your Account as disclosed to you in your Statement and other Truth In Lending Disclosures. In general, Interest Charges begin to accrue from the day a transaction occurs. However, we will not charge you interest on any new balances posted to the purchase Segment of your Account provided you have paid your previous balance in full by the due date. We will treat the following fees as purchase transactions unless otherwise specified below. These fees apply to your Account only if they are provided in your Truth In Lending Disclosures. We may increase your Interest Charges and Fees as described in the Changes to Your Agreement section or in your Truth In Lending Disclosures.

• Membership Fee. We may charge you this fee as early as your first Billing Cycle or the first Billing Cycle after this fee becomes effective. If it is an annual fee, we may then charge it approximately once per year. If it is a monthly fee, we may charge it once in each Billing Cycle. This fee is payable in advance even if you do not use your Account.

• Late Payment Fee. We may charge you this fee if we do not receive your payment in time for us to credit it by the due date shown on your Statement.

• Overlimit Fee. We may charge you this fee when a transaction causes you to go over or remain over any of your credit limits during any Billing Cycle. We may also charge you two additional fees if your balance remains over your credit limits as of the payment due date in future Billing Cycles. You will only pay one fee per Billing Cycle, even if you go over your limit multiple times in the same cycle.

• Returned Payment Fee. We may charge you this fee each time any payment you make to us is not paid by your financial institution for any reason, even if that institution later pays it.

• Returned Access Check Fee. We may charge you this fee if we do not pay an Access Check for any reason, including when your Account is in default, overlimit, suspended or closed.

• Stop Payment Fee. We may charge you this fee each time you request us to stop payment on an Access Check or you renew an existing stop payment order as provided in the Stopping Payment or Access Checks Section.

• Copying Fee. We may charge you a per-page fee for copies of transaction documents or Statements unless they are required in resolving a billing dispute.

• Cash Advance Fee. We may charge you this fee each time you obtain a Cash Advance. This Fee will be treated as a Cash Advance Transaction.

• Transfer Fee. We may charge you this fee each time you obtain a Transfer. This Fee will be treated either as a Special Transfer or purchase transaction depending on the Segment in which the Transfer posts.

• Transactions Made in Foreign Currencies. If you make a transaction in a foreign currency, the Payment Card Network will convert it into a U.S. dollar amount. The Payment Card Network will use its currency conversion procedures in effect when it processes the transaction. The conversion rate in effect on the processing date might differ from the rates in effect on the transaction or posting date. We do not currently adjust the currency exchange rate or charge any additional currency conversion fees.

**No Warranties.**  
We are not responsible for any claim you might have regarding the purchases of goods or services made with your Card.

#### Merchant Refunds.

If you are entitled to a refund for goods or services purchased with your Card, you will accept these refunds as credits to the purchase Segment of your Account. We do not control when a merchant sends us your refund. We will also have a reasonable amount of time after we receive your refund to process it.

#### Minimum Payment.

Your Statement will provide instructions for making payments, including the amounts due and the due date for receiving your payment. If applicable, your Statement will also include a minimum payment amount. To avoid a late payment Fee, you must pay us at least this minimum payment amount by the due date provided in the Statement. Be aware that paying only the minimum payment amount might not be enough to avoid an overlimit Fee.

In addition to the minimum payment, you may pay all or part of the total balances on your Account. However, you must still pay at least the minimum payment amount each month, even if you paid greater than the minimum on the previous Statement. We will continue to charge Interest Charges during Billing Cycles when you carry a balance regardless of whether your Statement includes a minimum payment that is due. If your Account is 180 days past due, part of a bankruptcy proceeding or otherwise charges off, the entire balance is immediately due and payable.

#### Making Payments.

Your payments must be in U.S. dollars from a U.S. deposit account and otherwise be acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your Account or any other credit account with us or any other company within the Capital One organization.

#### Mailed Payments.

You must mail payments to us at the address provided on your Statement or as otherwise instructed by us or our agents. We will credit it to your Account on the day we receive it, if:

- (1) you send the payment coupon included with your Statement in the same envelope with your payment;
- (2) you include your Account number on your payment; and
- (3) your payment arrives at the address indicated on the payment coupon in our processing center by the time indicated on your Statement.

If your due date occurs on a day on which we do not receive payments, any payment received the next day which conforms to the above requirements will not be treated as late.

Please allow at least 7 days for postal delivery. Unless we or our agents specifically instruct you to remit payment in a different manner, payments received at any other location or in any other form might not be creditable for up to 5 days. This might cause you to be charged late payment fees and additional interest charges.

#### Faster Payment Services.

We may make services available that allow you to make faster payments through a customer service representative using a telephone, the Internet or other payment system. We will describe the terms for using these services before you use them. You do not have to use these other payment services, and we may charge you a fee for using them. If we do, we will tell you the amount of the fee at the time you request the service. We are not responsible if a payment made using our payment services is rejected or not paid. Even if it is, we may still keep the fee.

If you give your Account number or other Account information to someone else to make a payment for you, we may provide Account information to them and process their payment as you made it. We may refuse to accept any payment made by someone else for your Account. If we accept a payment made by someone else for your Account, you will be responsible for the payment made even if that payment is rejected or not paid.

#### Payment Processing.

We may accept and process payments without losing any of our rights. Even if we credit your payment to your Account, we may delay the availability of credit until we confirm that your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

When you provide an item as payment, you authorize us either to use information from your item to make a one-time electronic fund transfer from your deposit account or to process the payment as an item. We will provide additional information about this process on your Statement or other documents we send you before your payment. You may contact us and ask that we not process your future items in this way.

When you provide an item as payment, it might also be converted into an electronic image and collected and returned electronically. These electronic images may also be converted to substitute checks. We will not be responsible if an item you provide has physical features that when imaged result in it not being processed as you intended.

#### How We Apply Your Payments.

We apply your minimum payments to lower Annual Percentage Rate (APR) balances before higher ones. We apply any portion of your payment in excess of your minimum payment to higher Annual Percentage Rate balances before lower ones.

#### Items with Restrictive Words, Conditions or Instructions.

All items that have restrictive words, conditions, limitations or special instructions added (including items marked with the words "Paid in Full" or similar language) and all accompanying communications must be mailed to and received at: Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285. If you make your payment or send any accompanying communications to any other address, we may accept and process the payment without losing any of your rights.

#### Credit Balances.

We may reject and return to you any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new amounts billed to your Account. You may contact us as provided on your Statement and request a refund of any available credit balance. If you contact us in writing, we will refund your credit balance within 7 Business Days from our receipt of your written request.

#### Account Default.

We may consider you in default of your Agreement with us if:

- (1) you do not make any payment when it is due;
- (2) any payment you make is rejected, not paid or cannot be processed;
- (3) you exceed a credit limit;
- (4) a bankruptcy or other insolvency proceeding is filed by or against you;
- (5) you die or are legally declared incompetent or incapacitated;
- (6) we determine that you made a false, incomplete or misleading statement on any of your Account documentation, or you otherwise tried to defraud us;
- (7) you do not comply with any term of this Agreement or any other agreement with us; or
- (8) you permanently reside outside the United States.

For certain actions, including changing the rates and fees on your Account, our options appear in our original offer materials when you opened your Account. Remember, paying the fees charged in connection with a default will not by itself cure the default. In addition, if you are in default, we may take the following actions without notifying you, unless the law says that we must notify you:

- (1) close or suspend your Account;
- (2) lower your credit limits;
- (3) increase your minimum payment;
- (4) demand that you immediately pay the entire balances owing on your Account (for example, as described in the Minimum Payment section);
- (5) continue to charge you interest, charges and fees as long as your balances remain outstanding; and/or
- (6) pursue any other action against you that the law allows, which includes the filing of a lawsuit against you.

You must pay us all of our collection expenses, attorneys' fees and court costs unless the law does not allow us to collect these amounts.

#### Communications.

We may contact you from time to time regarding your Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- (2) contact you using an automated dialing or similar device ("Autodialer").

- (3) contact you at your home and at your place of employment;
- (4) contact you on your mobile telephone;
- (5) contact you at any time, including weekends and holidays;
- (6) contact you with any frequency;
- (7) leave prerecorded and other messages on your answering machine/service and with others; and
- (8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any communication or other communication with you.

**The Business Signer can obtain information regarding the Account.** We do not have to provide account information or discuss the account with any other person. If you ask us to discuss your account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

#### Credit Reports.

We may provide information about you and the Account to consumer credit reporting agencies, business reporting agencies and others as allowed. Information we provide might appear on your and the **Authorized Users'** credit reports. This could include negative information if you do not comply with the terms of this Agreement. We may obtain and use credit and income information about you from consumer (credit) reporting agencies, business reporting agencies and others as the law allows.

#### Closing or Suspending Your Account.

You may ask us to close your Account by calling or writing us as described on your Statement. Your Statement will provide additional information about this process, and we may also separately provide you with additional details after your request. This might include payment information. If you use your Card or charges post to your Account after you ask us to close it, we may keep it open or reopen it.

We may close or suspend your Account and your right to obtain credit from us. We may do this at any time and for any reason, permitted by law, even if you are not in default. A suspension of your Account might be permanent or temporary.

If your Account is closed or suspended for any reason, you must stop using your Card. You must also cancel all billing arrangements to the Account. We will not do this for you. If we close or permanently suspend your Account, you must also destroy all Cards. You must still pay us all amounts you owe on the Account, even if they are charged after your Account is closed or suspended.

#### Lost or Stolen Card.

You will take reasonable steps to prevent the unauthorized use of your Card and Account. If your Card is lost or stolen or if someone else might be using it without your permission, you must tell us at once. You may tell us by calling the telephone number on the back of your Card or on your Statement or by writing us at the address on your Statement. You will not be responsible for charges made to your Account that are found by us to be unauthorized. If we reimburse your Card, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and that are acceptable to us.

#### Changes to Your Agreement.

At any time, we may add, delete or change any term of this Agreement unless the law prohibits us from doing so. We will give you notice of any changes as required by law. If we do not notify you of changes, we will send you a separate notice or inform you on your Statement. We may send this notice to you electronically as permitted by law. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes.

Your variable Annual Percentage Rates (if applicable) can go up or down as the index for the rate goes up or down. If we increase your interest charges or any other reason we will notify you in writing. If we increase your fees or other terms of your Account we will notify you in writing and inform you of your options in advance, including the right to opt out of some of these changes.

If your Account has an introductory APR, these may expire and increase to your non-introductory APR(s). If your payment is received late (late is defined as 30 or more days after your payment due date), if your Account either does not have an introductory APR or it has expired, we may increase the APRs on your Account to the Penalty APR(s) if your payment is received late twice within any 12 billing periods.

periods. If we increase your APRs to the Penalty APRs, we may return you to your previous APR if you make at least the minimum payment on time for 12 consecutive billing periods. In the future, we may increase your APRs if market conditions change. We may change any other terms on your Account at any time.

#### The Law that Applies to Your Agreement.

We make decisions to grant credit and issue you a card from our offices in Virginia. This Agreement will be interpreted using Virginia law. Federal law will be used when it applies.

You waive any applicable statute of limitations as the law allows. Otherwise, the applicable statute of limitations period for all provisions and purposes under this Agreement (including the right to collect debt) will be the longer period provided by Virginia or the jurisdiction where you live. If any part of this Agreement is found to be unenforceable, the remaining parts will remain in effect.

#### Waiver.

We will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your interest charges or fees without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if the law allows them. You do not have to receive notice from us of any waiver, delay, demand or dishonor. We may proceed against you before proceeding against someone else.

#### Assignment.

This Agreement will be binding on, and benefit any of your and our successors and assigns.

You may not transfer your Account or your Agreement to someone else without our written permission.

We may transfer your Account and this Agreement to another company or person with out your permission and without prior notice to you. They will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed of fact that we have transferred your Account or this Agreement, we can make your payment in any way we think is reasonable. This includes returning the payment to you or forwarding the payment to the other company or person.

**Glossary:**

- "Fees" means charges imposed on your Account that are not based on the Annual Percentage Rates.
- "Interest Charges" means any charges to your Account based on the application of Annual Percentage Rates.
- "Item" means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments. This does not include an Access Check.
- "Payment Card Network" means Visa Inc., MasterCard International Incorporated, or any other network provider displayed on the Card.
- "Segments" means the different parts of your Account we may establish that are subject to unique pricing, grace periods or other terms. We create these parts of your Account for such things as your purchases, Cash Advances and Special Transfers.
- "Special Transfer" means a Transfer posted to the Special Transfer Segment of your Account and not to your purchase Segment.
- "Statement" means a document or information we provide to you showing Account Information including, among other things, transactions made to your Account during a Billing Cycle. We might also refer to your Statement as a "Periodic Statement" or a "Billing Statement."
- "Transfers" means balances transferred from other Accounts to this Account and includes Balance Transfers and Special Transfers.
- "Truth in Lending Disclosures" means any Account information we provide to you that is driven by the information in Truth in Lending Act and Regulation Z. These include your application and solicitation disclosures, Account opening disclosures, subsequent disclosures, Statements and change in terms notices.

• "Business Day" means any day in which Capital One's offices are open for the processing of payments and credits.

• "Business Signer" means an authorized representative of the Business who is authorized to sign documents for the Business and legally bind.

• "Card" means any Capital One credit Card associated with your Account, which includes all renewals and substitutions. It also means any other access device for your Account we give you that allows you to obtain credits including any Account number and any Access Check.

• "Cash Advance" means using the Card to obtain loans, in cash, or things we consider cash equivalents. Cash equivalents include wire transfers, travelers checks, money orders, foreign currency, lottery tickets, gambling chips and wages. Capital One never are posted to the Cash Advance Segment of your Account and not to your purchase Segment.

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